FILED
TONI L. HELLON
CLERK, SUPERIOR COURT
6/14/2017 10:57:43 AM
BY: JIM ORR
DEPUTY

Scharf-Norton Center for Constitutional Litigation at the GOLDWATER INSTITUTE

James Manley (031820) Veronica Thorson (030292) 500 E. Coronado Rd. Phoenix, AZ 85004 (602) 462-5000 <u>litigation@goldwaterinstitute.org</u> Attorneys for Plaintiffs

IN THE SUPERIOR COURT OF ARIZONA IN AND FOR THE COUNTY OF PIMA

RICHARD RODGERS; SHELBY MAGNUSON-HAWKINS; and DAVID PRESTON,

Plaintiffs,

VS.

CHARLES H. HUCKELBERRY, in his official capacity as County Administrator of Pima County; SHARON BRONSON, RAY CARROLL, RICHARD ELIAS, ALLYSON MILLER, and RAMÓN VALADEZ, in their official capacities as members of the Pima County Board of Supervisors; PIMA COUNTY, a political subdivision of the State of Arizona,

Defendants.

Case No.: C20161761

PLAINTIFFS' CONTROVERTING STATEMENT OF FACTS AND SEPARATE STATEMENT OF FACTS

(Assigned to the Honorable Catherine Woods)

CONTROVERTING STATEMENT OF FACTS

Plaintiffs respond to Defendants' Statement of Facts in Support of Motion for Partial Summary Judgment Regarding Counts 3 and 4 ("DSOF") as follows (each numbered paragraph responds to the corresponding numbered paragraph in Defendants' Statement of Facts):

- 1. Undisputed.
- 2. Undisputed.
- 3. Undisputed.
- 4. Undisputed.
- 5. Undisputed.
- 6. Undisputed.
- 7. Undisputed.
- 8. Undisputed that the County awarded the contracts without complying with the qualifications-based solicitation requirements of A.R.S. Title 34 and that Defendant Huckleberry justified the lack of compliance as recited in the January 19 C.H. Huckelberry memorandum.
 - 9. Undisputed.
 - 10. Undisputed.
 - 11. Undisputed.
- 12. Plaintiffs lack sufficient information to respond to this allegation due to Defendants' failure to respond to Pls.' First Set of Interrogs. to Defs., Nos. 1–6 and Pls.' First Set of Req. for Produc. to Defs., Nos. 1–4.
 - 13. Undisputed.
 - 14. Undisputed.
 - 15. Undisputed.
 - 16. Undisputed.

PLAINTIFFS' SEPARATE STATEMENT OF FACTS

Plaintiffs submit this Separate Statement of Facts in support of Plaintiffs' Response to Defendants' Motion for Partial Summary Judgment Regarding Counts 3 and 4 ("DSOF") as follows:

- 1. Defendants have not responded to discovery requests regarding when payments were made or whether future payments are anticipated. *See* Declaration of James Manley attached hereto as Exhibit 1 at ¶ 1 and Exhibits A and B to Declaration.
- 2. Plaintiffs served Defendants with discovery requests addressing when and how the design and construction contracts were paid on March 6, 2017. Ex. 1 ¶ 4.
- 3. Plaintiffs' counsel consulted with Defendants' counsel, and although Defendants' counsel agreed to respond to other discovery requests. Defendants declined to respond to requests relevant to the design and construction contracts. *Id.* \P 6.
- 4. In just the past five years, Defendants have invoked A.R.S. § 34-606 or Pima County Code §§ 11.04.010, 11.16.010 a total of 79 times. *See* Defs.' Resp. to Interrogs. Nos. 7 and 8 at 2–6 attached hereto as Exhibit 2.
- 5. Many of the dozens of "emergency" procurements in the past five years involve the same justifications for limited competition Defendants cited in this case including, for example, aggressively compressed timelines (pimacounty001621, pimacounty001632, pimacounty001662, pimacounty001670–71, pimacounty001683–1706, and pimacounty001713–16), a contractor's convenient familiarity with a project (pimacounty001622), and unsubstantiated speculation that competitive bidding would not be useful (pimacounty001630–31, pimacounty001636, pimacounty001637, and pimacounty001658–59). *See* excerpts from Defs.' document production attached hereto as Exhibit 3.

DATED: June 14, 2017

Respectfully submitted,

/s/ James Manley
James Manley (031820)
Veronica Thorson (030292)
Attorneys for Plaintiffs

E-FILED this 14th day of June, 2017 with:

Pima County Clerk of the Superior Court 110 W. Congress St. Tucson, AZ 85701

COPY E-SERVED this 14th day of June, 2017 to:

Regina L. Nassen
Andrew Flagg
Pima County Attorney's Office
32 North Stone Avenue, 21st Floor
Tucson, Arizona 85701
Regina.nassen@pcao.pima.gov
Andrew.Flagg@pcao.pima.gov
Attorneys for Defendants

/s/ Kris Schlott
Kris Schlott

Scharf-Norton Center for Constitutional Litigation at the GOLDWATER INSTITUTE

James Manley (031820) Veronica Thorson (030292) 500 E. Coronado Rd. Phoenix, AZ 85004 (602) 462-5000 <u>litigation@goldwaterinstitute.org</u> Attorneys for Plaintiffs

IN THE SUPERIOR COURT OF ARIZONA IN AND FOR THE COUNTY OF PIMA

RICHARD RODGERS; SHELBY MAGNUSON-HAWKINS; and DAVID PRESTON.

Plaintiffs,

VS.

CHARLES H. HUCKELBERRY, in his official capacity as County Administrator of Pima County; SHARON BRONSON, RAY CARROLL, RICHARD ELIAS, ALLYSON MILLER, and RAMÓN VALADEZ, in their official capacities as members of the Pima County Board of Supervisors; PIMA COUNTY, a political subdivision of the State of Arizona,

Defendants.

Case No.: C20161761

DECLARATION OF JAMES MANLEY

(Assigned to the Honorable Catherine Woods)

Pursuant to Ariz. R. Civ. P. 56(d), undersigned declares as follows:

- 1. The particular evidence beyond the party's control is reflected in discovery requests regarding when payments were made or whether future payments are anticipated under the design and construction contracts that are the subjects of Counts 3 and 4 in the above captioned action. *See* Pls.' First Set of Interrogs. to Defs., Nos. 1–6 attached hereto as Exhibit A; Pls.' First Set of Req. for Produc. to Defs., Nos. 1–4 attached hereto as Exhibit B.
 - 2. This evidence is or should be in Defendants' possession.
- 3. Plaintiffs believe the evidence will reveal if future payments are anticipated under the design and construction contracts, and if Defendants attempted to hurry construction in hopes of mooting this lawsuit.
- 4. Plaintiffs attempted to obtain this information by serving Defendants with the attached discovery requests on March 6, 2017—36 days before Defendants filed their Motion for Partial Summary Judgment.
- 5. This information is or should be in Defendants' possession. Defendants have been on notice that Plaintiffs required this information since March 6, 2017. Defendants should be able to respond to these requests for public documents and related information within 20 days.
- 6. Undersigned counsel for Plaintiffs consulted in good faith with counsel for Defendants in a telephone conference on May 5, 2017. Although Defendants' counsel agreed to respond to other discovery requests, Defendants declined to respond to the requests listed above relevant to the design and construction contracts.

I declare under penalty of perjury that to the best of my knowledge the foregoing is true and correct.

Executed this 14th day of June, 2017.

/s/ James Manley
James Manley
Attorney for Plaintiffs

Scharf-Norton Center for Constitutional Litigation at the GOLDWATER INSTITUTE

James Manley (031820) Veronica Thorson (030292) 500 E. Coronado Rd. Phoenix, AZ 85004 (602) 462-5000 <u>litigation@goldwaterinstitute.org</u> Attorneys for Plaintiffs

IN THE SUPERIOR COURT OF ARIZONA IN AND FOR THE COUNTY OF PIMA

RICHARD RODGERS; SHELBY MAGNUSON-HAWKINS; and DAVID PRESTON.

Plaintiffs,

VS.

CHARLES H. HUCKELBERRY, in his official capacity as County Administrator of Pima County; SHARON BRONSON, RAY CARROLL, RICHARD ELIAS, ALLYSON MILLER, and RAMÓN VALADEZ, in their official capacities as members of the Pima County Board of Supervisors; PIMA COUNTY, a political subdivision of the State of Arizona,

Defendants.

Case No.: C20161761

PLAINTIFFS' FIRST SET OF INTERROGATORIES TO DEFENDANTS

(Assigned to the Honorable Catherine Woods)

TO: Defendants, by and through their Attorneys.

Pursuant to Rule 33(a) and Rule 33.1(e), Ariz. R. Civ. P., you are hereby requested to answer the following Interrogatories. The following General Instructions and Definitions shall apply:

INSTRUCTIONS FOR USE

1. All information is to be divulged that is in the possession, custody or control of Defendants, their attorneys, investigators, agents, or other representatives. In answering, Defendants must furnish all information available.

- 2. If you cannot answer an interrogatory in full and you have exercised thorough diligence in an attempt to secure the information requested, then you must so state. You must also explain to the fullest extent possible the specific facts concerning your inability to answer the interrogatory and supply whatever information or knowledge you have concerning any unanswered portion of the interrogatory.
- 3. If your answer to any interrogatory is "unknown," "not applicable," or any similar phrase or answer, state the following:
 - a. Why the answer to that interrogatory is unknown;
 - b. The efforts made to obtain answers to the particular interrogatory; and
 - c. The name and address of any person who may know the answer.
- 4. Where an interrogatory requires you to state facts in support a particular allegation, contention, conclusion, or statement, set forth with particularity:
 - a. All the facts relied upon;
 - b. The identity of all lay witnesses who will or may be called to testify with respect to those facts; and
 - c. The identity of all experts who will or may be called to testify with respect to those facts.
- 5. If you contend that the answer to any interrogatory is privileged, in whole or in part, or if you object to any interrogatory, in whole or in part, state the reasons for such objection and identify each person having knowledge of the factual basis, if any, on which the privilege is asserted.
- 6. Where an individual interrogatory calls for an answer which involves more than one part, each part of the answer should be clearly set out so that it is distinct and understandable.
- 7. The interrogatories are intended as continuing interrogatories that require that you supplement your answers setting forth any information within the scope of the interrogatories as may be acquired by you, your agents, attorneys, or other representatives following the service of your original answers.

DEFINITIONS

- 1. "The County," "you," or "your" means Pima County, Arizona, and the past and present employees, representatives, agents, and attorneys of Pima County.
- 2. "World View Enterprises" means any past or present employees, agents, representatives, individual contractors, and the like whether paid or unpaid of any physical or online entity containing within its name the words "World View Enterprises" or "Project Curvature," including subsidiaries, parent companies, partner companies and the like, and any documents or

policies that represent the views of such entities.

- 3. "Barker-Morrissey Contracting, Inc." means any past or present employees, agents, representatives, individual contractors, and the like whether paid or unpaid of any physical or online entity containing within its name the words "Barker-Morrissey Contracting, Inc." including subsidiaries, parent companies, partner companies and the like, and any documents or policies that represent the views of such entities.
- 4. "Swaim Associates, Ltd." means any past or present employees, agents, representatives, individual contractors, and the like whether paid or unpaid of any physical or online entity containing within its name the words "Swaim Associates, Ltd." including subsidiaries, parent companies, partner companies and the like, and any documents or policies that represent the views of such entities.
- 5. "World View Agreement" means the Lease-Purchase Agreement and Operating Agreement executed by Pima County and World View on January 19 and February 9, 2016, respectively, with effective dates of January 19, 2016.
- 6. "World View Facility" means the land, improvements, and furnishings that are the subject of the World View Agreement.
- 7. "Document" refers to any physical thing containing information or from which information can be discerned including, without limitation, any affidavit, agreement, draft, proposal, appraisal, bid, book of account, check, contract, correspondence (sent or received), deed, deposition, diagram, diary, drawing, instrument, invoice, lease, note, notes of conversations (typed or written), outline, partnership agreement, paper pamphlet, photograph, receipt, recording (whether or not transcribed), report, statement, study, transcript, visual depiction, voucher, and other such physical objects and things.
- 8. "Possession, custody or control" includes the joint or several possession, custody, or control of the Defendants in the above-captioned matter, Defendants' agents, attorneys, and representatives.
- 9. "Identify" as used herein with respect to a document shall be read to require a statement of all the following information relative to such document:
 - b. Nature and subject matter;
 - c. Date;

a.

- d. Author;
- e. Addressee;

Title;

f. File number or other identifying mark or code;

	dentify" as used herein with respect to any individual shall be read to require a statement of all e following information pertaining to such individual:
a	Present home address;
b	Present home telephone number;
c	Employer;
d	Present or last known business address;
e	Business telephone number;
f	Job description; and
g	Title.
	dentify" as used herein with respect to an entity other than an individual shall be read to quire a statement of all of the following information relating to such entity:
a	Full name or title;
b	Principal place of business or other activity;
c	Place of incorporation (if applicable);
d	Date of formation;
e	Name of any predecessor or successor corporations or other business entities;
f.	Nature or type of entity; and
g	Principal business or other activity.
	dentify" as used herein with respect to any conversation, including any telephone conversation, meeting shall be read to require a statement of all of the following:

Location by room, building, address, city and state; and

Identification of custodian.

The date on which it occurred;

g.

h.

10.

11.

12.

a.

b.

The identity of each and every person who was present or who participated; and

c. The place at which it occurred or, in the case of a telephone communication, the location of each party.

INTERROGATORIES

- 1. Regarding the design, construction, and furnishing of the World View Facility, please identify each payment made by the County to Swaim Associates, Ltd., Barker-Morrissey Contracting, Inc., or any other party, the amount of the payment, the date it was made, and the purpose of the payment.
- 2. Regarding the design, construction, and furnishing of the World View Facility, please identify any payments the County expects to make to Swaim Associates, Ltd., Barker-Morrissey Contracting, Inc., or any other party, the amount of the payment, the date it is expected to be made, and the purpose of the payment.
- 3. Please describe the process and criteria by which Swaim Associates, Ltd., was chosen as the project architect for the World View Facility.
- 4. Please identify all documents from Swaim Associates, Ltd., that the County examined, considered, or relied upon in evaluating whether to enter into, preparing, amending, or executing the World View Agreement.
- 5. Please describe the process and criteria by which Barker-Morrissey Contracting, Inc., was chosen as the project contractor for the World View Facility.
- 6. Please identify all documents from Barker-Morrissey Contracting, Inc., that the County examined, considered, or relied upon in evaluating whether to enter into, preparing, amending, or executing the World View Agreement.
- 7. Please identify each instance in the past ten years that the County has used an accelerated selection process under A.R.S. § 34-606, and for each instance please explain why.
- 8. Please identify each instance in the past ten years that the County has used an accelerated selection process under Pima County Code §§ 11.16.010 and 11.12.060, and for each instance please explain why.
- 9. Please describe the process by which the "codename" "Project Curvature" referenced in Defendant Huckleberry's January 19, 2016, written presentation to the Board of Supervisors was chosen.
- 10. Please describe the process by which the County recruited, induced, or negotiated with World View Enterprises to locate in Pima County.
- 11. Please identify the individual or entity who initiated the negotiations regarding the World View Agreement and the date of the first contact between World View Enterprises and the County.

- 12. Please identify all documents from World View that the County examined, considered, or relied upon in evaluating whether to enter into, preparing, amending, or executing the World View Agreement.
- 13. Please identify each contractual obligation and/or performance threshold under the World View Agreement that World View Enterprises has fulfilled.
- 14. Please identify each contractual obligation under the World View Agreement that World View Enterprises has not yet completed in the manner prescribed in the World View Agreement.
- 15. Please identify all payments the County and World View have made to each other under the World View Agreement, and explain what the other received in exchange for each payment.
- 16. Please identify and explain all factual bases for your response to the allegations set forth in ¶ 85 of the Complaint.
- 17. Please identify and explain all factual bases for your response to the allegations set forth in ¶ 86 of the Complaint.
- 18. Please identify and explain all factual bases for your response to the allegations set forth in ¶ 87 of the Complaint.
- 19. Please identify and explain all factual bases for your response to the allegations set forth in ¶ 96 of the Complaint.

DATED this 6th day of March, 2017

Respectfully submitted,

/s/ James Manley James Manley (031820) Veronica Thorson (030292) Attorneys for Plaintiffs ORIGINAL AND COPY SERVED this <u>6th</u> day of March, 2017 by Email and First-Class Mail to:

Regina L. Nassen
Andrew Flagg
Pima County Attorney's Office
32 North Stone Avenue, 21st Floor
Tucson, Arizona 85701
Regina.nassen@pcao.pima.gov
Andrew.Flagg@pcao.pima.gov
Attorneys for Defendants

/s/ Diane Shaw

Diane Shaw

Scharf-Norton Center for Constitutional Litigation at the GOLDWATER INSTITUTE

James Manley (031820) Veronica Thorson (030292) 500 E. Coronado Rd. Phoenix, AZ 85004 (602) 462-5000 <u>litigation@goldwaterinstitute.org</u> Attorneys for Plaintiffs

IN THE SUPERIOR COURT OF ARIZONA IN AND FOR THE COUNTY OF PIMA

RICHARD RODGERS; SHELBY MAGNUSON-HAWKINS; and DAVID PRESTON.

Plaintiffs,

VS.

CHARLES H. HUCKELBERRY, in his official capacity as County Administrator of Pima County; SHARON BRONSON, RAY CARROLL, RICHARD ELIAS, ALLYSON MILLER, and RAMÓN VALADEZ, in their official capacities as members of the Pima County Board of Supervisors; PIMA COUNTY, a political subdivision of the State of Arizona,

Defendants.

Case No.: C20161761

PLAINTIFFS' FIRST SET OF REQUESTS FOR PRODUCTION TO DEFENDANTS

(Assigned to the Honorable Catherine Woods)

TO: Defendants, by and through their Attorneys.

Pursuant to Ariz. R. Civ. P. 34 you are hereby requested to produce the following described documents. The following General Instructions and Definitions shall apply:

INSTRUCTIONS FOR USE

1. In producing the documents designated below, furnish all documents known or available to you regardless of whether a document is currently in your possession, custody, or control, or that of your attorneys, employees, agents, investigators, or other representatives, or is otherwise available to you.

- 2. If, for any reason, you are unable to produce in full any document requested:
 - a. Produce each such document to the fullest extent possible;
 - b. Specify the reasons for your inability to produce the remainder; and
 - c. State in detail whatever information, knowledge, or belief you have concerning the whereabouts and substance of each document not produced in full.
- 3. If any document requested was at one time in existence, but is no longer in existence, please state for each document:
 - a. The type of document;
 - b. The types of information contained therein;
 - c. The date upon which it ceased to exist;
 - d. The circumstances under which it ceased to exist;
 - e. The identity of all persons having knowledge of the circumstances under which it ceased to exist; and
 - f. The identity of all persons having knowledge or who had knowledge of the contents thereof.
- 4. For each document requested that you are unable to produce and which was at any time within your possession, custody, or control, or to which you had access at any time, specify in detail:
 - a. The nature of the document (i.e., letter, memorandum, etc.);
 - b. The author of the document;
 - c. All recipients of the document and any copy thereof;
 - d. A summary of the information contained in the document;
 - e. The date on which you lost, relinquished, or otherwise ceased to have possession, custody, control of, or access to the document;
 - f. Identify all persons having knowledge of the circumstances whereby you lost, relinquished, or otherwise ceased to have possession, custody, or control of, or access to the document; and
 - g. Identify all persons who have or have had knowledge of the contents of the document, in full or in part.

- 5. In the event you seek to withhold or do withhold any document, in whole or in part, on the basis that it is not subject to discovery, produce a list of all such documents and, as to each, state:
 - a. The name of each author, writer, sender, or initiator;
 - b. The name of each recipient, addressee, or party to whom such document was sent or intended to be sent;
 - c. The name of each and every person who received a copy of the document;
 - d. The date of the document or, if no date appears on the document, the date the document was prepared;
 - e. The title of the document, or if it had no title, then such other description of the document and its subject matter as shall be sufficient to identify the document: and
 - f. The grounds claimed for withholding the document from discovery (e.g., attorney-client privilege, work product, or any other grounds), and the factual basis for such a claim.
- 6. In accordance with Rule 34(b), Ariz. R. Civ. P., as to each document produced, designate the paragraph and subparagraph of this request to which each such document is responsive.
- 7. This Request is a continuing one, and requires that you produce all responsive documents and tangible objects whenever you obtain or become aware of them, even if they are not in your possession or available to you on the date you first produce documents pursuant to this Request.

DEFINITIONS

- 1. "The County," "you," or "your" means Pima County, Arizona, and the past and present employees, representatives, agents, and attorneys of Pima County.
- 2. "World View Enterprises" means any past or present employees, agents, representatives, individual contractors, and the like whether paid or unpaid of any physical or online entity containing within its name the words "World View Enterprises" or "Project Curvature," including subsidiaries, parent companies, partner companies and the like, and any documents or policies that represent the views of such entities.
- 3. "Barker-Morrissey Contracting, Inc." means any past or present employees, agents, representatives, individual contractors, and the like whether paid or unpaid of any physical or online entity containing within its name the words "Barker-Morrissey Contracting, Inc." including subsidiaries, parent companies, partner companies and the like, and any documents or policies that represent the views of such entities.
- 4. "Swaim Associates, Ltd." means any past or present employees, agents, representatives, individual contractors, and the like whether paid or unpaid of any physical or online entity

containing within its name the words "Swaim Associates, Ltd." including subsidiaries, parent companies, partner companies and the like, and any documents or policies that represent the views of such entities.

- 5. "Document" refers to any physical thing containing information or from which information can be discerned including, without limitation, any affidavit, agreement, draft, proposal, appraisal, bid, book of account, check, contract, correspondence (sent or received), deed, deposition, diagram, diary, drawing, instrument, invoice, lease, note, notes of conversations (typed or written), outline, partnership agreement, paper pamphlet, photograph, receipt, recording (whether or not transcribed), report, statement, study, transcript, visual depiction, voucher, and other such physical objects and things.
- 6. "Possession, custody or control" includes the joint or several possession, custody, or control of the Defendants in the above-captioned matter, Defendants' agents, attorneys, and representatives.
- 7. "Identify" as used herein with respect to a document shall be read to require a statement of all the following information relative to such document:
 - a. Title;
 - b. Nature and subject matter;
 - c. Date:
 - d. Author;
 - e. Addressee;
 - f. File number or other identifying mark or code;
 - g. Location by room, building, address, city and state; and
 - h. Identification of custodian.
 - 8. "Identify" as used herein with respect to any individual shall be read to require a statement of all the following information pertaining to such individual:
 - i. Present home address;
 - j. Present home telephone number;
 - k. Employer;
 - 1. Present or last known business address;
 - m. Business telephone number;

- n. Job description; and
- o. Title.
- 9. "Identify" as used herein with respect to an entity other than an individual shall be read to require a statement of all of the following information relating to such entity:
 - p. Full name or title;
 - q. Principal place of business or other activity;
 - r. Place of incorporation (if applicable);
 - s. Date of formation;
 - t. Name of any predecessor or successor corporations or other business entities;
 - u. Nature or type of entity; and
 - v. Principal business or other activity.
- 10. "Identify" as used herein with respect to any conversation, including any telephone conversation, or meeting shall be read to require a statement of all of the following:
 - w. The date on which it occurred;
 - x. The identity of each and every person who was present or who participated; and
 - y. The place at which it occurred or, in the case of a telephone communication, the location of each party.

REQUESTS FOR PRODUCTION

- 1. Please produce all documents related to communications between the County and World View Enterprises.
- 2. Please produce all documents related to communications between the County and Swaim Associates, Ltd. since August 30, 2012.
- 3. Please produce all documents related to communications between the County and Barker-Morrissey Contracting, Inc. since August 30, 2012.

4. Please produce all documents that contain the phrase "Project Curvature" or relate to that phrase as it is used in Defendant Huckleberry's January 19, 2016, written presentation to the Board of

Supervisors.

5. Please produce all forms, instructions, policies, regulations, manuals, handbooks,

guidelines, studies, and/or other documents containing information that the County relies on to implement

and enforce Pima County Procurement Code.

6. Please produce all forms, instructions, policies, regulations, manuals, handbooks,

guidelines, studies, and/or other documents containing information that the County relies on to implement

and enforce Arizona Revised Statutes, Title 34, Chapter 6.

7. Please produce all documents identified in or consulted in preparing responses to

Defendants' Responses to PLAINTIFFS' FIRST SET OF INTERROGATORIES TO DEFENDANTS.

DATED this 6th day of March, 2017

Respectfully submitted,

/s/ James Manely

James Manley (031820)

Veronica Thorson (030292)

Attorneys for Plaintiffs

ORIGINAL AND COPY SERVED this 6th day of March, 2017

by Email and First-Class Mail to:

Regina L. Nassen

Andrew Flagg

Pima County Attorney's Office

32 North Stone Avenue, 21st Floor

Tucson, Arizona 85701

Regina.nassen@pcao.pima.gov

Andrew.Flagg@pcao.pima.gov

Attorneys for Defendants

/s/ Diane Shaw

Diane Shaw

5

1	DAKBAKA LAWALL				
2	PIMA COUNTY ATTORNEY CIVIL DIVISION				
	Regina L. Nassen, SBN 014574				
3	Andrew L. Flagg, SBN 025889				
4	Deputy County Attorneys 32 North Stone Avenue, Suite 2100				
5	Tucson, Arizona 85701 Telephone: 520-724-5700				
6	Regina.Nassen@pcao.pima.gov Andrew.Flagg@pcao.pima.gov				
7	Attorneys for Defendants				
8		PERIOR COURT			
9	PIMA	COUNTY			
10		Ţ			
11	Richard Rodgers, et al.,	Case No. C20161761			
12	Plaintiffs,	DEFENDANTS' RESPONSES TO INTERROGATORIES NOS. 7 AND 8			
13	vs.	The Honorable Catherine M. Woods			
14	Charles H. Huckelberry, et al.,				
15	Defendants.				
16	Defendants Charles H. Huckelberry	y, Pima County, and the members of the Pima			
17	County Board of Supervisors (collectively, the "County") respond to Plaintiffs'				
18	Interrogatories Nos. 7 and 8 as follows:				
19	Interrogatory No. 7: Please identify each instance in the past ten years that the County				
20	has used an accelerated selection process	under A.R.S. § 34-606, and for each instance			
21	please explain why.				
22	Response				
23		request to the output it scales information on			
24		request to the extent it seeks information on			
25		because the burden and expense of providing			
26	that information greatly outweighs the b	enefit of the discovery. See Ariz. R. Civ. P.			
20	26(b)(1)(A). On July 1, 2011, the Coun	ty implemented a new electronic system for			

1 of 8

108333 / 00479820 / v 1

administering contracts. Before that system was implemented, the County did not keep data on the use of § 34-606 beyond documenting the basis for the procurement in the file for each procurement. In addition, while the County's new system does have a means of "coding" for emergency and limited-competition procurements, a review of that system has shown that, for the first year it was implemented, the data are unreliable. Therefore, obtaining the requested information before July 1, 2012 would require a contract-bycontract review. Based on data available from the last five years, this review could require a one-by-one review of approximately 2,500 files, the burden and expense of which would greatly outweigh the benefit of the discovery. Under the circumstances, discovery before July 1, 2012 would not be proportional to the needs of the case.

Subject to that objection, the County provides the following:

Contract No.	Contractor	Reason for § 34-606 Procurement
CT-WW-13*086	Granite Construction	See pimacounty001618
CT-TR-13*181	KE&G	See pimacounty001619-20
CT-FM-13*450	Danco Specialties	See pimacounty001621
CT-FM-13*623	HDR	See pimacounty001622
CT-FM-13*679	DPR Construction	See pimacounty001623
CT-FM-13*749	D.H. Pace Company	See pimacounty001624
CT-WW-14*116	Trinity Construction	See pimacounty001625
CT-FM-15*456	D.H. Pace Company	See pimacounty001626
CT-FM-16*011	Premier Roofing	See pimacounty001627
CT-FM-16*098	Premier Roofing	See pimacounty001628
CT-FM-16*171	Gilbert Electric	See pimacounty001629
CT-FM-16*237	Swaim Associates	See pimacounty000033-41
CT-FM-16*241	Barker-Morrissey	See pimacounty000033-41
CT-FM-16*323	Contracting Southern AZ Paving	See pimacounty001630-31

CT-FM-17*100 Durazo See pimacounty001632 CT-FM-17*110 Centerline Mechanical See pimacounty001633

Interrogatory No. 8: Please identify each instance in the past ten years that the County has used an accelerated selection process under Pima County Code §§ 11.16.010 and 11.12.060, and for each instance please explain why.

Response

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

The County objects in part to this request to the extent it seeks information on contracts entered into before July 1, 2012 because the burden and expense of providing that information greatly outweighs the benefit of the discovery. See Ariz. R. Civ. P. 26(b)(1)(A). On July 1, 2011, the County implemented a new electronic system for administering contracts. Before that system was implemented, the County did not keep data on the use of Pima County Code §§ 11.16.010 and 11.12.060 beyond documenting the basis for the procurement in the file for each procurement. In addition, while the County's new system does have a means of "coding" for emergency and limitedcompetition procurements, a review of that system has shown that, for the first year it was implemented, the data are unreliable. Therefore, obtaining the requested information before July 1, 2012 would require a contract-by-contract review. Based on data available from the last five years, this review could require a one-by-one review of approximately 2,500 files, the burden and expense of which would greatly outweigh the benefit of the discovery. Under the circumstances, discovery before July 1, 2012 would not be proportional to the needs of the case.

Subject to that objection, the County provides the following:

Contract No.	Contractor	Reason for Emergency	or Limited
		Competition Procurement	
CT-MA-13*074	Body Armor for PCSD	See pimacounty001636	
CT-MA-13*433	TEKsystems/Adecco	See pimacounty001637	

3 of 8

I					
	CT-MA-13*610	TRWS	See pimacounty001638		
	CT-MA-14*105	Kropp Holdings	See pimacounty001639-1642		
	CT-MA-14*198	Business Enterprise	See pimacounty001643-1645		
	CT-MA-14*301	Mapping Redington Livestock, AZ Feeds, Vaquero Feed	See pimacounty001646-1647		
	CT-MA-14*302	Redington Livestock, AZ Feeds, Vaquero Feed	See pimacounty001646-1647		
	CT-MA-14*303	Redington Livestock, AZ Feeds, Vaquero Feed	See pimacounty001646-1647		
	CT-MA-14*316	3 local landfill vendors	See pimacounty001648-1651		
١	CT-MA-14*320	EZMaxMobile	See pimacounty001652-1653		
١	CT-MA-14*340	Databank IMX	See pimacounty001654-1655		
	CT-MA-14*377	HVAC Units	See pimacounty001656-1657		
	CT-MA-14*481	Business Enterprise	See pimacounty001658-1659		
	CT-MA-15*001	Mapping Toshiba	See pimacounty001660-1661		
	CT-MA-15*060	Navicure	See pimacounty001662		
١	CT-MA-15*077	MWFB	See pimacounty001663		
	CT-MA-15*079	CBIZ	See pimacounty001664		
I	CT-MA-15*094	Infor-Hansen	See pimacounty001665-1667		
	CT-MA-15*098	SYNAPPNORTH	See pimacounty001668-1669		
	CT-MA-15*103	Widen Digital	See pimacounty001670-1671		
	CT-MA-15*142	Pictometry International	See pimacounty001672		
	CT-MA-15*211	DataWise, Inc.	See pimacounty001673-1674		
	CT-MA-15*213	Veterinarian Vendors	See pimacounty001675-1676		
١	CT-MA-15*214	Veterinarian Vendors	See pimacounty001675-1676		
	CT-MA-15*215	Veterinarian Vendors	See pimacounty001675-1676		
	CT-MA-15*216	Veterinarian Vendors	See pimacounty001675-1676		

1			
	CT-MA-15*262	Cox Communications	See pimacounty001677
	CT-MA-15*287	HP	See pimacounty001678-1682
	CT-MA-15*293	Solar Electric Shade Structures	See pimacounty001683-1706
	CT-MA-15*294	Solar Electric Shade Structures	See pimacounty001683-1706
	CT-MA-15*295	Solar Electric Shade Structures	See pimacounty001683-1706
	CT-MA-15*296	Solar Electric Shade Structures	See pimacounty001683-1706
	CT-MA-15*297	Solar Electric Shade Structures	See pimacounty001683-1706
	CT-MA-15*298	Solar Electric Shade Structures	See pimacounty001683-1706
	CT-MA-15*299	Solar Electric Shade Structures	See pimacounty001683-1706
	CT-MA-15*300	Solar Electric Shade Structures	See pimacounty001683-1706
	CT-MA-15*301	Solar Electric Shade Structures	See pimacounty001683-1706
	CT-MA-15*302	Solar Electric Shade Structures	See pimacounty001683-1706
	CT-MA-15*303	Solar Electric Shade Structures	See pimacounty001683-1706
	CT-MA-15*360	Southwest Polygraph	See pimacounty001707-1708
	CT-MA-16*095	Solar Electric Shade Structures	See pimacounty001683-1706
	CT-MA-16*097		See pimacounty001709-1712
	CT-MA-16*104	Equifax	See pimacounty001713-1716
	CT-MA-16*353	Solar Electric Shade Structures	See pimacounty001683-1706
	CT-MA-16*354	Solar Electric Shade Structures	See pimacounty001683-1706
	CT-MA-16*355	Solar Electric Shade Structures	See pimacounty001683-1706
	CT-MA-16*356	Solar Electric Shade Structures	See pimacounty001683-1706
	CT-MA-16*358		See pimacounty001683-1706

5 of 8

DAMPIA LAWALL	A COUNTY ATTORNEY	CIVIL DIVISION
VC	PIMA C	Ō

Structures	
HIMS	See pimacounty001717-1718
FFF Enterprises	See pimacounty001719
Addisigns	See pimacounty001732
BB Enterprises	See pimacounty001730-1731
Canine Acquisition	See pimacounty001721-1722
Canine Acquisition	See pimacounty001721-1722
Direct Animal Products	See pimacounty001728-1729
Trailer Facility	See pimacounty001727
Danco Specialties	See pimacounty001726
Soloy Aviation	See pimacounty001724-1725
Canine Acquisition	See pimacounty001721-1722
Canine Acquisition	See pimacounty001721-1722
Aqua Metrology Sys.	See pimacounty001723
Canine Acquisition	See pimacounty001721-1722
Canine Acquisition	See pimacounty001721-1722
	HIMS FFF Enterprises Addisigns BB Enterprises Canine Acquisition Canine Acquisition Direct Animal Products Trailer Facility Danco Specialties Soloy Aviation Canine Acquisition Canine Acquisition Aqua Metrology Sys. Canine Acquisition

DATED June 2, 2017.

BARBARA LAWALL PIMA COUNTY ATTORNEY

BY

Regina L. Nassen Andrew L. Flagg Deputy County Attorneys

6 of 8

Electronic	version	emailed,	and	original	(with	disc)	mailed
June 🛴 , 1	2017, to						

James Manley, Esq
Veronica Thorson, Esq
Goldwater Institute
500 E. Coronado Rd.
Phoenix, AZ 85004
Attorneys for Plaintiffs

PIMA COUNTY ATTORNEY BARBARA LAWALL CIVIL DIVISION

VERIFICATION

Mary Jo Furphy, being duly sworn, deposes and says:

I am the Director of the Pima County Procurement Department. I have read Plaintiff's Interrogatories Numbers 7 and 8 and the answers to those interrogatories. The answers are true and correct to the best of my knowledge, information, and belief.

DATED June 1, 2017.

SUBSCRIBED AND SWORN before me on Twe \(\frac{1}{2}\) 2017, by Mary Jo Furphy.





Memorandum

DATE:

November 5, 2012

TO:

Melissa Hala'ufia, Procurement Design & Construction

FROM:

Bruce Dawson, Architect

SUBJECT:

XKSOCR Kino Sports North Field Modifications

Used Bleacher Specifications

Our intention is to purchase approx. 1,500 GROSS SEATS of USED Bleachers to be installed at Field #5 on at the Kino Sports North Fields Complex. For this purchase contract, time is of the essence. Completion date with bleachers in place and ready for service is to be no later than January 19, 2013.

Negotiated price shall include delivery and initial set up including an angle base frame (to facilitate the future moving of units) as well as fall protection in compliance with applicable codes and standards. Vendor/Contractor shall be required to obtain a permit form Pima County Development Services Department (PCDSD). Code reference is IBC 2006 and ADA for handicapped accessibility.

BLEACHERS:

Bleachers shall be a combination of units both raised and ground mounted with 10 row and 15 row units. Elevated (raised) units are to be with a 36" elevated front walk height.

Bleachers shall be Structural Steel Angle Frame units. All footboards and seats shall be aluminum.

INSTALLED CONFIGURATION:

Approx. 1,000 Gross seats will be raised a unit at a 30" height. This unit shall be provided with 2 ramps and 1 stair.

Approx. 500 Gross seats will be ground mounted.

It is intended that the 1,000 Gross Seat unit shall be mounted on a surface of DG (decomposed granite) The 500 seat unit will be mounted over a grass surface. For installation on grass the contractor shall provide a treated wood mud sills of at least 2 X 6 be placed under all of the angle frames to minimize rust.

Bleachers shall be configured and laid out to facilitate the future relocation of units. This shall include the installation of a steel angle frame to box on each of the movable sections to provide rigidity for the section. Sections above 9 rows in height shall not be configured greater than 3 sections wide.



Memorandum

DATE:

November 7, 2012

TO:

Chuck Huckelberry, County Administrator

FROM:

Reid H. Spaulding, R.A.

Facilities Management Director

SUBJECT: Expenditure Approval Request

ROMP Central Laboratory Complex – Water Lab Expansion

Project: ROMP Central Laboratory Complex (CLC)

Permission is requested for the ROMP Central Laboratory Complex to expend funds for design services to be provided by HDR Architecture, Inc.

HDR is the Architect/Engineer of the original CLC and is active in further master planning of the facility. It would be contrary to the public interest not to take advantage of the County's substantial investment in HDR's knowledge of this specific project. Therefore pursuant to ARS 34-606 it is in the best interests of the County to contract with HDR Inc. to provide A/E services for the addition to the newly constructed laboratory building.

3RWC13 Funding Sources:

Current funding for this project is

\$20,253,335

Expended funding for this project is

\$14,682,000

Unobligated:

\$ 5,571,335

Requesting for additional design: To be negotiated commensurate with services.

This new facility will bring additional space for future RWRD laboratory needs as federal mandates become more stringent.

Your approval of this request is required for Procurement to proceed with QCL selection and contracting negotiations.

Chuck Huckelberry, County Administrator

CC:

Annie Li, Finance - CIP Reporting Unit

John Hill, Facilities Management

t: Administration_Shared Data\Director\Project_Data\County Administrator Correspondence\MoratoriumException Requests\121107_chr_EmergencyProcurement-QCL-ROMP Lab HDR rs.doc



C. Butulberry C. 12/11/6

MEMORANDUM

DATE:

February 11, 2016

TO:

C.H. Huckelberry, County Administrator

FROM:

Priscilla S. Cornelio, P.E., Director

SUBJECT:

Colossal Cave Road, Project Update and Railroad Acquisition

In response to your memo dated February 8, 2016 I would like to provide the following update information:

Design Activities

The contract Plans, Specifications and Estimate (PS&E) are being finalized in preparation for invitation to bid and we are also preparing for the upcoming 3-2, 100% Design Gate meeting. As part of this effort, the project team has identified an alternate approach of utilizing limited competition procurement, and the memo outlining the details associated with this request is attached.

Right of way Acquisition

In December 2015, Union Pacific Railroad (UPRR) sent the valuation and contract agreement to Pima County. We have been working closely with Pima County Real Property on this item, and the contract language has been reviewed and revised and is now acceptable to the County. However, the dollar amount requested from UPRR is \$157,000, or \$2.81/ft. We have raised the question regarding how the UPRR data supports their price, and have submitted a County appraisal at \$.65 and \$.85/ft. (there are 2 separate parcels). The valuation was submitted to UPRR on January 14, 2016 and UPRR has indicated they will have a response by the end of February as to valuation.

In the interest of performing our due diligence and pursuing every opportunity to reduce project costs, we do believe that we can still proceed with an invitation to bid the project independent of the UPRR acquisition activities. However, if final resolution is not attained by the end of February, then the railroad construction may no longer fit within the overall construction timing of the roadway project.

I trust this provides the information you need, and please let me know if you have any questions.

PSC:RE:dg

Attachment

c: John M. Bernal, Deputy County Administrator - Public Works
Nanette Slusser, Assistant County Administrator for Policy - Public Works
Nell Konigsberg, Pima County Real Property
Ana Olivares, Deputy Director
Rick Ellis, Engineering Division Manager
Sandi Garrick, Project Manager

a literatura de la companya de la co

allille

Thru: Tom Burke, Deputy County Administrator - Administration

To: C.H. Huckelberry, County Administrator

Subject: Colossal Cave Road, Request Approval for Limited Competition Procurement

February 11, 2016

Page 2

Recommended Approach

In order to provide the best method for facilitating and coordinating the work activities between the Department of Transportation's (DOT) roadway contractor and the UPPR's crossing contractor, DOT recommends limiting the construction procurement to DOT's five existing Job Order Contracting (JOC) contractors:

- ✓ The Ashton Company
- ✓ KE&G
- ✓ Southern Arizona Paving
- ✓ Granite Construction
- ✓ Borderland Construction

This approach is necessary due to the fact that construction of the roadway project will occur in the same time period as the UPRR crossing work. Although this overlap does not jeopardize the project, it does mean that we are proceeding without finalized and fully detailed timelines for when the railroad construction activities will take place. As a result, many of the roadway project work elements such as; phasing, traffic control, earthwork balancing, mobilization of equipment, etc. can all be significantly affected by timing and scheduling of the railroad work being performed by UPRR. Please be assured that we are working closely with UPRR as these efforts progress, however, we have no control or authorization over scheduling and sequencing of their work activities. As a result, we need a construction team (especially the contractor) with the ability to react and respond to a less than well defined set of circumstances.

While limiting the advertisement to the five contractors listed above does not guarantee lower prices or fewer claims, it does improve the likelihood that the limitations, unknowns and constraints as identified in the contract will be better understood, and subsequently addressed in a responsible manner. Unfortunately, we have seen first-hand what can happen when an unfamiliar and/or less experienced contractor is the successful low bidder. For the approach we are proposing, all five contractors are highly-qualified firms with proven track records for partnering with DOT to complete challenging projects. In addition, all five were selected as contractors for the JOC program based on their skills, capabilities and qualifications.

Although this approach may be perceived as limiting competition, we believe that the five firms will submit very competitive bids, while reducing the potential for additional costs during construction. We have discussed other alternative methods and verified that this approach will have the highest potential for success.

Since we are currently in the process of preparing for the upcoming 3-2, 100% Design Gate meeting, we request your concurrence/approval on this approach so that we can integrate this information into the materials and discussion.



FACILITIES MANAGEMENT

MEMORANDUM

Date:

August 5, 2016

C.H. Huckelberry

County Administrator

From:

Lisa Josker

Director Facilities Management

Via: Tom Burke

Deputy County Administrator-Administration

Selection of Durazo Construction for Completion of Work at 97 E. Congress

We are requesting your approval to continue to use Durazo Construction for the completion of the work at 97 E. Congress pursuant to ARS 34-606.

Durazo Construction was originally selected through a competitive selection for the demolition and construction of floors 2 and 3 at 97 E. Congress. Due to unexpected delays in the relocation of the tenants on the 1st floor and lower level, the selection of a contractor for demo and construction of those floors has been delayed. Performing a new procurement process at this point is impractical considering the tight schedule for project completion.

We would like your consideration to use Durazo Construction for the completion of the work at the building. Having already done the work on the 2nd and 3rd floors provides Durazo with special and intimate knowledge of the building elements and makes them uniquely qualified to be able to complete the project on the shortened schedule. In addition, using the same contractor for the balance of the work will increase productivity both by having a contractor already experienced with the building systems and in avoiding the conflict of having multiple contractors working on the structure at the same time.

We request your concurrence/approval on this approach to keep the project on schedule.

Concur:

Ton Burke, Deputy County Administrator - Administration

Not Approved

C.H. Huckelberry, County Administrator



MEMORANDUM

PROCUREMENT DEPARTMENT

Date: August 1, 2012

To: C.H. Huckelberry, County Administrator

From: L. G. Widugiris, Procurement Director

Distribution: T. Finefrock, Chief Contracts/Procurement Manager; J. Moore, Contracts Officer

Subject: Limited Competition Procurement Process/Purchase of Body Armor for PCSD

As authorized by Pima County Procurement code 11.12.060 A.1.b., your approval to implement the following procurement process is requested.

BACKGROUND

In 2010 at the request of PCSD, Procurement conducted a solicitation to establish the present contract B508253 in an annual amount of \$112,000 with West Valley Uniforms, Inc., for Body Armor items. The specifications are brand specific, no substitution allowed, and manufactured by OEM SafariLand. Body Vests require custom measurement and fitting to Sheriff personnel by the Supplier.

PCSD issued multiple orders in March 2012 for ballistic body armor vests. West Valley has failed to respond to repeated requests from PCSD and recently Procurement to affirm receipt and delivery of those orders. Procurement has determined that West Valley is no longer an Authorized Dealer for SafariLand.

These delays have created a risk to the health, welfare, and safety of Sheriff personnel requiring an expedited and abbreviated procurement to establish a viable contract to satisfy these requirements.

REQUEST

Your approval to conduct a Limited Competition *Invitation for Bid* Procurement is requested. Offers for the contract specifications will be solicited from the remaining respondents to the prior procurement and SafariLand Arizona Authorized Dealers. The Sheriff contemplates replacement of a considerable amount of vests during the current fiscal year, annual expenditures and contemplated award of contract NTE of \$112,000.00. The award will be made to the low responsive bid.

8/2/12

Approved:

C. H. Huckelberry, County Administrator



MEMORANDUM

Information Technology Department

Date:

January 31, 2013

To:

C. H. Huckelberry

County Administrator

From:

.. H. Bittner 🖟

Chief Information Officer

Re:

Limited Competition Recommendation to use TEKsystems and Adecco to

Provide Supplemental Staffing and a Contract to Hire Approach

As you are aware, ITD is having a difficult time finding qualified candidates to staff our Relationship Manager and Application Analyst vacancies. At this time we are recruiting through use of the HR website, Dice.com (a technology oriented recruitment website) and also CareerBuilder.com. We are aware that the IT unemployment rate in Tucson is roughly 3.5% which explains our limited success in finding IT talent at this time.

Currently, ITD has ten vacancies in the Relationship Manager and Application Analyst type positions which are critical to fill. As discussed in our Technology Council meeting, the best short term approach is to leverage contract employees to meet the immediate needs and to hire permanent employees when the opportunity arises.

Researching this approach, our team has discovered two national IT staffing firms that have local Tucson branch offices (TEKsystems, Adecco). These are the only local companies that we are aware of with national branches that have a model of providing temporary staffing which after 6 - 12 months of contract work, if the contractor desires, can become a permanent employee without a recruiting fee. This approach allows Pima County to see the skills and performance of a contractor before any potential competitive hire. This approach will achieve our short term need, and in some cases lead to fulfilling our longer term need. We have met with both firms and due to their national reach, local presence, and their ability to source quality contract personnel who are local to Tucson or the Arizona region we recommend your approval of a contract for a one year term with an option to extend for up to four additional one year terms at an annual not to exceed amount of \$1,500,000 for each firm. This can be accomplished pursuant to Pima County Procurement Code Section 11.12.060, Emergency and other limited competition procurement as this is a situation which makes compliance with normal purchasing procedures impracticable or contrary to the public interest. Our hope is to contract the highest quality contractors that also express a potential desire to become Pima County employees. This may result in one firm being used to fulfill most of Pima County's contractual needs over the short term.

APPROVED:

C. H. Huckelberry, County Administrator

Date

C:

A. Bulzomi, Human Resources Director

G. Widuairis, Procurement Director



MEMORANDUM PUBLIC DEFENDER

TO:

C. H. Huckelberry, County Administrator

FROM:

Lori J. Lefferts, Public Defender

DATE:

June 5, 2014

SUBJECT:

Request to Procure Consulting Services

This is a request to procure the consultant services of Business Enterprise Mapping, Inc. (BEM) for an amount not to exceed \$75,000 effective July 1, 2014, for a one-year period in order to develop and deploy current process maps for Indigent Defense Department's processes. This is not a general fund related expense, but will be charged to the State Aid to Indigent Defense Fund. This fund is designated for the purpose of case processing improvement.

Indigent Defense Services (IDS) implemented a case management system (JustWare) as part of a broad plan to improve the delivery of its services. JustWare has provided tools to achieve process improvements and automation in the day-to-day operations of the IDS agencies. A detailed cross-departmental mapped process is needed to move forward with these automated efforts. JustWare has provided the data needed to identify several critical business opportunities that, if pursued, could result in improved efficiencies and cost savings, for example:

- Reduction of personnel cost through automated document processing and data entry trigger mapping.
- Utilization of data geared for directing management decisions.
- Elimination of unnecessary processes, thus simplifying operations.
- Identification of user needs to improve user acceptance and accountability.
- Creation of business process mapping to better utilize "lesson-learned" opportunities.
- Elimination of inconsistencies in operational processes.

Pima County's prior utilization of BEM has given BEM a familiarity with Pima County Policies and Procedures, making it the best choice for this project. BEM's knowledge of Pima County financial and human resource related processes will streamline its ability to serve IDS, resulting in cost savings. Furthermore, BEM has proven to Pima County through its work with Regional Wastewater Reclamation Department that they can provide a critical foundation and a common language among staff working in different work units, divisions, and departments to

analyze and streamline their interconnected processes, establish common goals, collaboratively solve problems, and increase efficiency, effectiveness, and client satisfaction.

Your approval is requested for IDS to utilize the Limited Competition Procurement (11.12.060) to contract with BEM in an amount not to exceed \$75,000 for a one year period beginning July 1, 2014.

Your consideration is greatly appreciated.

APPROVED:

C.H. Huckelberry, Pima County Administrator

Date

cc: Ellen Wheeler, Deputy County Administrator for Criminal Justice



MEMORANDUM

Date:

August 11, 2014

To:

C.H. Huckelberry

County Administrator

From:

Francisco García, MD, MPH

Health Department Director

a: Jan Lesher, Deputy County Administrator for Medical and Health Service;

Re: Limited Competition Contract Request - Navicure

Pursuant to Pima County Procurement Code 11.12.060(A.)(1.)(b.), I am requesting approval to contract with Navicure. Navicure provides a clearinghouse network of third party insurance payers to assist in submitting claims for billing of patient services and generating patient statements. Integration of an EHR system and a clearinghouse database will allow Pima County Health Department (PCHD) to identify and verify a patient's health insurance enrollment and associated insurance coverage in real-time and submit claims to third party payers.

eClinicalWorks, the EHR vendor for PCHD, offers four preferred clearinghouse for which there is no charge to set-up an interface. Clearinghouse vendors must set-up connections to each payer in order to provide health insurance information and submit claims. As such, PCHD examined the number of connections each of the four preferred clearinghouses has to local payers who serve PCHD clients, including AHCCCS Acute health plans. A comparison of payer networks by PCHD uncovered that Navicure and Emdeon have developed more connections to check eligibility, submit claims and receive remittance advice than the other two vendors. The completed market assessment and a comparison of clearinghouse annual subscription fees found Navicure to be less expensive at only \$5,214 per year compared Emdeon's \$7,584 in annual fees and most beneficial.

PCHD found further value with Navicure, because it is the clearinghouse currently used by PCHD staff and its contracted biller to check insurance eligibility and submit claims electronically. Adoption of Navicure as PCHD's clearinghouse will streamline the billing process with the contracted biller and facilitate better technical assistance should any issues arise as a resource are already available from the contracted biller to help troubleshoot.

Pima County Procurement Code 11.12.060(A.)(1.)(b.) allows for contracting services with limited competition if a situation exists that renders compliance with normal contract procedures impracticable or contrary. Navicure is currently utilized by PCHD and the contracted biller, it provides a robust network of third party insurance payers, is the most beneficial to PCHD, and least expensive option. Given the time constraints and the unique position of the proposed contractor, the normal RFP process would be both impracticable and contrary.

Funding for this contract will be paid from monies received by Pima County from the McKesson Corporation, a large drug wholesaler used by Pima Health System, as a result of a class action lawsuit settlement payment. These monies have been authorized to be dedicated to health information technology infrastructure improvements and will be used to fund expenses of this contract.

Contractor:	Navicure ·		resiminarios de la companya de la c	•
Term:	September 1, 2	014-August 31, 2016	Ame	ount: \$12,000.00
Approved:	u	Not Approved:		
CIK	relule	Sales	8/1	2/14
County Administra			Date	



10/11/4- LAUCK, HM KFP would have been appropriate Apparently IT/Communications/John Moffatt dans determined this is last system. Code requires your approval. MEMORANDUM

COMMUNICATIONS

9/4, Stryk DATE: October 1, 2014

TO:

George Widugris

Procurement Director

FROM: Jeff Nordensson

Director, Pima County Communications

RE:

Limited competition recommendation for Widen Digital Asset Management Software

Widen Enterprises Digital Asset Management software is designed to store, secure, organize and distribute digital assets such as photographs, video and other electronic resources, from a hosted central repository.

It will replace the current ad hoc filing system for Pima County's communications digital assets. In addition to the ability to retrieve assets by means of sophisticated search and retrieval capabilities, it can also allow user departments to request those digital assets in specific format suitable for printing, web, and other formats without requiring communications personnel involvement in the translation and adaptation of various electronic formats.

The Communications office and IT personnel have reviewed the capacity and design of other software solutions as well as the security and suitability for Pima County's uses. The Widen system itself is undergone a months long testing process in situ and the vendor's list of capabilities has been thoroughly tested by Communications personnel, Both the IT department and Dr. John Moffatt have reviewed the vendor's demonstrations and the internal testing and have recommended its adoption.

As of Monday, September 29, 2014, acquisition timing has become more critical. Dean Knuth, the communications photographer/videographer for the last several years has announced that his family is going to move to Flagstaff Arizona to relocate for his wife's new job. Dean has intimate knowledge of the Communications digital assets and will be needed to organize, tag and annotate the Office's efforts to populate the digital asset management system with existing work.

The Widen system remains installed as a test bed so the only operational issues to be addressed are the paid acquisition and licensing of the system.

Based on the requisites set by the County Administrator and his approvals of the County's acquisition of this kind of system, we recommend its immediate purchase. This can be accomplished pursuant to Pima County procurement code section 11.12.060, emergency and other limited competition procurement as this is a situation which makes compliance with normal purchasing procedures impracticable or contrary to the public interest. Upon your approval we will seek authorization from the County Administrator to select the Widen Digital Asset Management software for use by the Communications Office and other County departments.

If you have specific questions, please contact me directly, 724-8512.

APPROVED:	
G.Widugiris, Procurement Director	Date
APPROVED: C. Dullelbeun	191/14
C. H. Huckelberry, County Administrator	Date



Introduction

This Widen Statement of Work ("SOW") pursuant to the Widen Master Service Agreement ("Agreement") outlines the pricing, implementation timeline & support, uptime, infrastructure and security for the Customer's Widen Media Collective and is made effective as of the Effective Date of the Agreement. The substitution of Customer's Agreement or SOW or modification of the terms of Widen's Agreement or SOW may affect the quoted price.

In addition to the <u>Included Standard Features</u> and <u>Core Implementation</u> included with the SOW, Customer may elect to include optional features and services at charges specified herein. Optional features and services added at a later time will be charged at Widen's then prevailing rates.

Services shall commence as of the Effective Date of the Agreement and shall continue per the terms of the Agreement. If a Purchase Order (PO) is required, Widen may not begin to perform any work prior to the issuance of such PO to Widen, or perform any work for which it expects payment in excess of the amounts in the PO. Customer's subscription to the Services, as described in the SOW, will become effective thirty (30) days after signing the Agreement.

Non-Profit Pricing

One-time fees:

Core Implementation

\$6,000 (see page 4-6 for details)

Annual fees:

Included Standard Features

Basic Annual Subscription	\$9,513
Number of Users Included ¹	15
Each additional User per Month	\$3.75
Managed Data Storage Included	200 GB
Each add'l 1 GB Active Storage per Month ²	\$0.26
Data Transfer Included	Unlimited

Total Year One Cost:

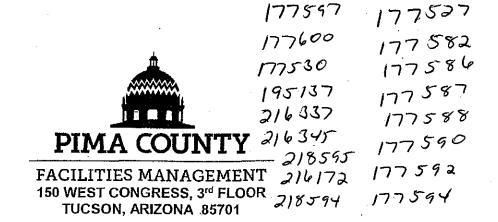
\$15,513 plus additional storage, users and implementation support hours

Total Year Two and beyond annual cost

\$9,513 plus additional storage and users

¹ A user is defined as a specific individual belonging to a role defined by a Media Collective Administrator (whether administrator, uploader/contributor, power user or general user). The Administrator may create or remove users at their discretion; however, creation of user accounts intended for use by more than one specific individual is not permitted. "Total Users" means the highest number of user accounts in each month. Total Users per month above the included number are invoiced for the prior month.

² In the month the data storage exceeds the included amount, the additional storage charges apply. Total storage above the included amount is invoiced for the prior month.



MICHAEL L. KIRK, FMP

PH: (520) 724-3703 * FAX: (520) 724-3900

Date: April 1, 2015

To: C. H. Huckelberry, County Administrator

Via: G. Widugiris, Procurement Director

From: Michael Kirk, Facilities Management Director

Subject: Approval of Limited Competition to establish Solar Electric Shade Structures

The purpose of this Memo is to request your approval to conduct a modified version of the Limited Competition(LC) process you previously approved on October 14, 2014 (attached) which stipulated that offers should be solicited from at least three (3) suppliers deemed most competent to provide the desired solar facility parking shade structures.

Background

Over the past four (4) months, Facilities Management has been working to develop specifications required to solicit the offers and planned to release those solicitations within the next two weeks. Due to Tucson Electric Power Company (TEP) interconnect capacity issues some solar facilities were eliminated and the quantity of annual expected generation reduced to about 10M kwh/year; 200M kWh for the 20-year contract term.

On March 25, 2015, Tucson Electric Power Company (TEP) filed a request with the Arizona Corporation Commission (ACC), docket 15-0100 (see attachment), to modify the current net metering (NM) rules. Those modifications apply to all customers that submit an application to TEP to interconnect new solar facilities to the TEP system after June 1, 2015, about 60-days from now, allows them to purchase all energy generated and not instantaneously used by the customer, essentially delivered to TEP, at a Renewable Energy Credit rate of 5.8 c/kWh versus the current customer retail rate, and the requested modification allows for adjustment, reduction, in the purchase price each year. The County's current average price/kwh from TEP is about 13c/kwh(Invoice\$/kWh).

Based on preliminary information received from Solon, Pima County contemplates establishing a contract for the desired solar facilities with Solon at or below our current cost of electricity purchased from TEP. Assuming a conservative 3% increase in TEP rates over the next 20-years, Solon also projected minimum savings of \$6m.

Our solar systems are designed to generate no excess energy on an ANNUAL basis, but seasonality frequently creates significant differences in site loads and energy generation, many facilities served by solar electric generation have no or minimal loads on weekends and holidays or loads vary, resulting in delivery of a significant amount of County generated energy to TEP. The changes requested by TEP will result in a net loss for Pima County as TEP would pay us for ANY excess generation delivered to them at 5.8c/kWh after June 1, 2015 and we would be required to pay the SSA rate that for the shade structures expected to be about 13c/kwh, resulting in a net loss of about 7c/kWh and the minimum savings of about 56M.

To avoid this financial penalty, future solar facility sizes and capacities will need to be adjusted to produce no more energy than that used in the lowest usage month. This would significantly reduce the cost avoidance benefit and increase the cost/kWh of solar systems. In addition, it will require that we purchase more energy from TEP at a higher rate. Under the current TEP rules, this is not the case. The current rules provides a greater benefit and cost-savings to Pima County. Based on that fact, Facilities Management needs to proceed with this project immediately to take advantage of the current rules. Development of required permits and detailed engineering studies required to submit a TEP application results in significant expenses to the solar system contractor so they will typically not initiate those activities until they have a binding contract. Therefore, the time required to conduct the previously approved LC and establish a contract cannot be completed before June 1, 2015.

Requested LC Modification:

As a result of the pending TEP changes to Net Metering calculations and requirements, to allow the rapid contracting and submission of TEP Interconnect request by June 1, 2015, enable use of the current specifications staff has worked on over the past four (4) months, and to reduce County operational costs for energy through solar, I am requesting that you authorize a LC process to complete contract negotiations with just Solon.

Solon is very experienced with TEP's Interconnect application requirements and is confident that they can and will commence completion of the required tasks to allow submission of a completed interconnect application prior to June 1, 2015, provided that Pima County provide them with a copy of this approved Limited Competition Process document by April 2, 2015, and works with them to complete & execute the contract documents by mid-May.

We have worked with Solon on these types of projects. They have performed the research required to identify and resolve TEP interconnect conflicts required to develop the needed solicitation specifications and knowledge required to achieve this objective. Therefore, I am recommending that Solon provide our best opportunity to meet the TEP June 1, 2015 deadline

Approval

Please provide your approval to proceed as requested.

C. H. Huckelberry, County Administrator

", Dulielteur

NEW APPLICATION



1

BEFORE THE ARIZONA CORPORATION COMMISSION

2 3

4

5

COMMISSIONERS SUSAN BITTER SMITH, CHAIRMAN

BOB STUMP

BOB BURNS DOUG LITTLE

TOM FORESE

2015 MAR 25 A 9: 25

AZ CORP COMMISSION

6

9

8

10

11

12

13

14

15

16

17

18 19

20

21 22

23

24 25

26 27 IN THE MATTER OF THE APPLICATION OF TUCSON ELECTRIC POWER COMPANY FOR (1) APPROVAL OF A NET METERING TARIFF AND (2) PARTIAL WAIVER OF THE NET METERING RULES.

ORIGINAL

E-01933A-15-0100 DOCKET

Arizona Compitation Continuedon DOCKETED

MAR 2 5 2015

DOCKETEDBY

Tucson Electric Power Company, ("TEP" or "the Company"), through undersigned counsel, hereby submits its application to the Arizona Corporation Commission ("Commission") for: (1) approval of a new net-metering tariff for future net metered customers that provides monthly bill credits for any excess energy produced from an eligible net metering facility at a "Renewable Credit Rate" and (2) approval of a partial waiver of the Commission's Net Metering Rules (A.A.C. R14-2-2301 et seg.).

INTRODUCTION.

TEP is experiencing exponential growth in the number of distributed solar rooftop systems in its service territory due to recent reductions in solar system costs and significant subsidies that users of these distributed generation systems ("DG Customers") receive through the combination of volumetric rate design and net metering.

The proposed "Renewable Credit Rate" is the rate equivalent to the most recent utility scale renewable energy purchased power agreement connected to the Company's distribution system. The current Renewable Credit Rate would be 5.84 cents per kWh. The rate would apply to future DG Customers that qualify for the Commission's Net Metering Rules.

Although TEP's DG Customers remain connected to the grid and benefit from that connection, they avoid paying much of the fixed costs of operating and maintaining the grid. This results in an increasing amount of utility costs that are ultimately shifted to other customers. This cost shift will continue to rise for the foreseeable future absent some fundamental change in TEP's rate design, its net-metering tariff or both. Through this application, TEP proposes to partially address this issue by adopting a restructured net metering tariff for customers that install distributed generation ("DG") in the future.

II. BACKGROUND.

TEP's Net Metering Tariff Does Not Reflect the Realties of Today's DG Market.

The DG landscape has changed significantly since the Commission's Renewable Energy Standard ("RES") rules were adopted in 2006.² Net Metering rules were adopted in 2008³ and TEP's initial net metering tariff was approved in 2009⁴. The RES rules provided significant customer-funded upfront incentives for installation of DG systems. The net metering tariffs adopted under the Commission's Net Metering Rules have resulted in substantial ongoing subsidies for DG Customers. DG installations have been and are further supported by tax credits.

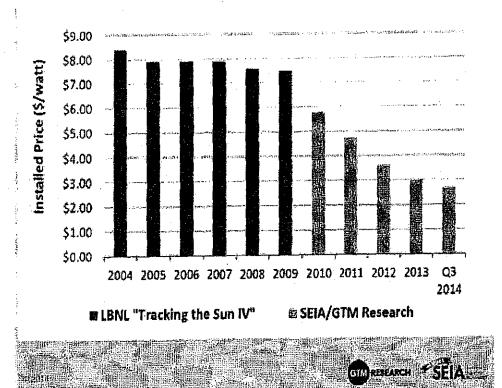
Over this same period of time, through the evolution of photovoltaic ("PV") technology and manufacturing efficiencies, the price of rooftop solar systems has declined by approximately 60%. In 2008, the average price of a rooftop solar system exceeded \$8 per watt. Today, the price has fallen below \$3 per watt.

² Decision No. 69127 (November 14, 2006).

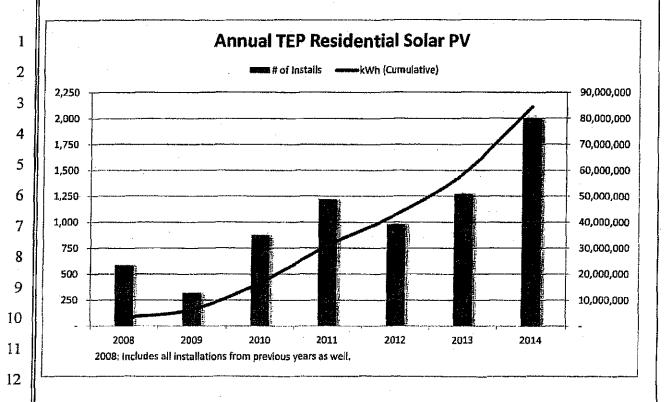
⁴ Decision No. 71411 (December 8, 2009).

³ Decision No. 70567 (October 23, 2008). In Decision No. 69877 (August 28, 2007), the Commission directed Commission Staff to prepare the Net Metering rules, stating "Net metering provides a financial incentive to encourage the installation of DG, especially renewable resources."

Average PV System Prices



The upfront incentives, net metering subsidies and tax credits have been effective to increase the penetration of solar DG systems, particularly when combined with rapidly declining PV panel prices. In 2008, fewer than 600 of TEP's residential customers had solar DG systems. From 2008 to 2014, the number of residential rooftop installations grew by an average of 23% per year. The significant increase was more pronounced in 2013 and 2014 when nearly 3,300 customers installed rooftop solar systems - almost the same amount in the four year period from 2009 to 2012. TEP has received more than 600 applications in the first two and a half months of 2015. Today, approximately 7,900 of TEP's residential customers have rooftop PV systems.



Most of Arizona's electric utilities, including TEP, have now reduced or eliminated upfront incentives for solar DG systems. This first step in reducing subsidies for DG installations helped mitigate the RES surcharges paid by TEP's customers. As shown in the chart above, the number of DG installations in TEP's service territory continues to increase without upfront incentives. Under its renewable energy strategy, TEP has established and maintained a robust portfolio, including a strong solar DG component. The output from DG systems in TEP's service area already far exceeds the RES requirement for renewable generation. In 2015, the RES DG requirement for TEP is approximately 138,000 MWh. TEP projects that in 2015 total generation from residential and non-residential DG systems will exceed the RES DG requirement by nearly 70% and will essentially meet the RES DG requirement through 2017.

⁵ Decision No. 74884 (December 31, 2014), page 2, line 16

⁶ TEP 2015 REST Implementation Plan (Docket No. E-01933A-14-0248, July 1, 2014), Exhibit 5 page 1 shows TEP's projected 2015 DG output of 229,894 MWh.

The 2014 Cost Shift Generated by DG Customers was approximately \$7 Million.

As with other electric utilities both in Arizona and around the country, TEP has suffered a substantial rise in unrecovered fixed costs due to net metering. Under the Company's current rate design, DG Customers do not pay for all of the fixed costs that TEP incurs to serve them because a large portion of those costs are recovered through volumetric kWh charges. According to the cost of service study performed in conjunction with TEP's 2012 rate case, the fixed costs of providing electric service to a residential customer was \$55 per month. However, the only fixed portion of a residential customer's bill is the \$10 monthly customer charge, which only recovers about 18% of the TEP's fixed costs to serve residential customers. As a result, TEP relies on volumetric sales and its inclining block rate design to recover the remaining 82% of its fixed costs. Although TEP initially suffers the loss of revenues intended to cover the fixed costs of operating and maintaining its grid, those costs are eventually recovered from non-DG Customers.

The Commission has acknowledged that the current Net Metering rules and traditional rate design have resulted in a cost shift from DG Customers to non-DG Customers. Under TEP's current rate design and net metering tariff a significant amount of the fixed costs TEP incurs to serve DG Customers are already being shifted to other customers, while the remaining fixed costs will go unrecovered until future rate cases. For TEP, a portion of the lost fixed costs are shifted to non-DG Customers through its Lost Fixed Cost Recovery Mechanism ("LFCR"), which was approved in the Company's most recent rate case. The LFCR charge collects some of TEP's fixed system costs that go unrecovered when energy usage is reduced by Commission-mandated energy efficiency and DG programs. In 2015, the LFCR is expected to recover approximately \$2.2 million, or just 40%, of fixed system costs that were not recovered from DG Customers in 2014. However, DG systems added since TEP's last test year through the end of 2014 result in

⁷ TEP 2012 Rate Application, Page 33, line 10 of Direct Testimony of Craig Jones (Docket No. 01933A-12-0291, July 2, 2012).

See Decision No. 74202 (December 3, 2013), Findings of Fact 49, 50.

^{9 (}Decision No. 73912 (June 27, 2013).

¹⁰ The LFCR charge is filed on May 15 of each year and includes the lost kWh sales from the prior 12-month period.

 approximately \$7 million in **annual** subsidies that will ultimately be paid by non-DG customers. Absent any changes to the Commission's current Net Metering Rules, TEP estimates that the \$7 million subsidy would grow by an additional \$2 million to \$3 million annually.

Existing Levels of Subsidies are Unnecessary.

Maintaining the existing levels of subsidies is unnecessary and inequitable. The number of DG systems being added to TEP's system each year is growing exponentially and the increasing amount of fixed costs being shifted to non-DG customers is unfair and is not in the public interest. TEP believes it is time to make further reductions to the subsidies incentivizing DG installations, thus reducing the burden on its non-DG customers.

III. PROPOSED NET METERING TARIFF.

TEP is proposing changes to its net metering tariff to partially address the cost shift and cost recovery issues described above. TEP's present net metering tariff was approved outside of a general rate case. The current tariff tracks the Net Metering rules that require TEP to interconnect with customer-owned or leased DG facilities using bi-directional metering, net the energy generated by the facility up to the customer's usage on an annual twelve-month rolling basis and credit or pay the customer for excess energy generated above the customer's usage, on an annual basis, at the utility's avoided cost.

This application requests approval of a new net metering tariff that will modify how new DG Customers receive credit for excess energy that is generated by their DG system and delivered to TEP.¹² The new tariff would apply to DG Customers that submit completed applications for

Decision No. 71411 (December 8, 2009). The Decision also concluded that it was in the public interest to approve the proposed Pricing Plan Rider-3 (MCCCG) as applicable to determining the avoided cost for purchasing excess energy from net metering facilities. The Commission just recently reset the MCCCG for TEP during its March 2, 2015 open meeting and does this annually outside of a rate case. See Decision No. 74937 (March 16, 2015).

¹² The new net metering tariff (showing redline revisions to the existing net metering tariff) will be docketed in the near future.

interconnection to TEP's grid facilities after June 1, 2015.¹³ The proposed tariff will not increase TEP's revenues above the revenue requirement set forth in its most recent rate case, nor would it act to increase TEP's rate of return above the authorized rate of return. To the contrary, the proposal will only act to slow the cost shift and the revenue degradation caused by TEP's current net metering tariff and rate design.

Under the new tariff:

- New DG Customers would continue to receive a full retail rate offset for the energy they consume from their DG system.
- No new charges would be imposed.
- New DG Customers would pay the currently approved and applicable retail rate for all energy delivered by TEP.
- New DG Customers would be compensated for any excess energy their DG system
 produces and delivers to TEP with <u>bill credits</u> calculated using the Renewable Credit
 Rate. New DG Customers could carry over unused bill credits to future months if they
 exceed the amount of their current TEP bill.
- The Renewable Credit Rate would be reset each calendar year.¹⁴

This proposal will not fully mitigate the DG cost shift. TEP and its non-DG Customers will still be subsidizing new DG Customers, but the subsidy will be reduced from the current levels. Overall, TEP believes this proposal meets the public interest by mitigating the amount of unrecovered fixed costs and the related cost shift from one group of customers to another while still continuing to provide an incentive for all DG Customers.

¹³ Customers who submit a completed application to TEP as of 5:00 p.m. Arizona time on June 1, 2015, will be subject to TEP's existing net metering tariff, even if those systems have not yet been interconnected to TEP's distribution grid. A completed application includes a signature acknowledging the disclaimers attached hereto in **Exhibit 1**.

¹⁴ The Renewable Credit Rate will not be less than the average fuel cost included in TEP's base rates as approved by the Commission.

Since February 2014, TEP's net metering customers have been required to sign a disclaimer acknowledging that the Company's rates and/or Commission rules could change in the future. That disclaimer is attached as **Exhibit 1** and must be signed as part of the current application process through June 1, 2015. After June 1, 2015, potential DG customers will be required to sign new disclaimers that explain the proposed changes in this application. Redlined versions of those disclaimers are attached as **Exhibit 2**.

IV. PARTIAL WAIVER OF THE NET METERING RULES.

Because TEP proposes to provide net metered customers a bill credit equal to the Renewable Credit Rate for the preceding month's excess generation and will no longer be rolling over excess generation to offset future usage — which is different than what is set forth in A.A.C. R14-2-2306 -- TEP requests a partial waiver of the Net Metering Rules to the extent necessary. TEP believes such a waiver reflects the realities of the DG market in Arizona and is in the public interest.

The linkage between fixed cost recovery and net metering is not a new or unprecedented problem exclusive to TEP. In Decision No. 74202 (December 3, 2013) involving Arizona Public Service Company ("APS"), the Commission found that the growth of DG systems in APS's service territory "results in a cost shift from APS's DG Customers to APS's non DG residential Customers absent significant changes to APS's rate design." ¹⁵

In February 2015, Trico Electric Cooperative, a non-profit electric distribution cooperative, filed a similar application with the Commission (Docket No. E-01461A-15-0057) which seeks a modification to its net metering tariff and partial waiver of the Net Metering Rules, in order to partially mitigate the DG cost shift. That application is currently pending.

The impact of the partial waiver is likely to be minimal on DG customers that choose to install smaller rooftop solar systems that better match their basic usage pattern over the course of a year. Those customers will likely see a subsidy similar to what they would have enjoyed under

¹⁵ See Decision No. 74202, Finding of Fact 49.

the current net metering tariff. For those DG Customers who install larger systems that generate far more energy than the customer typically uses, TEP anticipates some reduction in the subsidy over what that customer would realize under the current tariff.¹⁶

The proposed tariff will not affect TEP's most recently approved revenue requirement nor would it act to increase TEP's rate of return above the authorized fair value rate of return. The proposal will only act to slow the revenue and rate of return degradation that TEP is suffering by operation of the Net Metering Rules and TEP's current net metering tariff.

TEP submits that it is in the public interest for the Commission to grant TEP a waiver from A.A.C. R14-2-2301 *et seq.* and allow it to implement a new net-metering tariff that continues to provide benefits to TEP's DG Customers while moderating the level of fixed system costs shifted to non-DG customers under the current Net Metering tariff.

V. REQUEST FOR HEARING.

TEP requests that the Commission set this matter for a hearing and issue a procedural schedule that will allow the Commission to consider and approve this application at an open meeting before December 31, 2015. ¹⁷ A prompt resolution of the issues raised by this application is in the public interest.

Finally, to the extent that a 30-day time clock may apply to this application, TEP is willing to waive that time clock.

The actual impact on the level of subsidy provided by the current net metering tariff is heavily dependent on the size of the DG system and the usage patterns of the customer.

¹⁷ TEP's affiliate, UNS Electric, Inc. ("UNSE"), is filing an identical application contemporaneously with TEP's application. TEP requests that the hearing in this docket be conducted in conjunction with the UNSE hearing as the issues and witnesses will be the same. However, TEP requests that its docket not be formally consolidated with the UNSE docket. TEP further requests that its application not be heard or formally consolidated with any other similar application by any other utility.

VI. CONCLUSION.

WHEREFORE, TEP requests that the Commission take the following actions:

- Approve TEP's proposed new net metering tariff.
- Approve an effective date for TEP's new net metering tariff whereby all customers that have not submitted a completed application for their DG system to TEP by 5:00 p.m. Arizona time on June 1, 2015 would be subject to the new net metering tariff.
- Grandfather all existing net metered customers and customers that have submitted
 to TEP a completed application for their DG system by 5:00 p.m. Arizona time on
 June 1, 2015, such that they would continue to be subject to TEP's existing net
 metering tariff.
- Grant TEP a partial waiver of A.A.C. R14-2-2301 et seq. as necessary.
- Issue a procedural order setting a procedural schedule that would allow the Commission to consider this matter at open meeting before December 31, 2015.
- Grant TEP whatever other relief the Commission deems necessary and appropriate.

RESPECTFULLY SUBMITTED this 25th day of March, 2015.

Tucson Electric Power Company

Ву

Michael W. Patten
Jason D. Gellman
SNELL & WILMER L.L.P.
One Arizona Center
400 East Van Buren Street, Suite 1900
Phoenix, Arizona 85004

and

Bradley S. Carroll Tucson Electric Power Company 88 East Broadway Blvd., MS HQE910 P. O. Box 711 Tucson, Arizona 85702

Attorneys for Tucson Electric Power Company

1	
2	Original and thirteen copies of the foregoi filed this 25th day of March, 2015, with:
3	Docket Control
4	Arizona Corporation Commission 1200 West Washington Street
5	Phoenix, Arizona 85007
6	Copy of the foregoing hand-delivered
7	this 25th day of March, 2015, to:
8	Lyn A. Farmer Chief Administrative Law Judge
9	Hearing Division Arizona Corporation Commission
10	1200 West Washington Phoenix, Arizona 85007
11	Janice M. Alward
12	Chief Counsel Legal Division
13	Arizona Corporation Commission 1200 West Washington Street
14	Phoenix, Arizona 85007
15	Steve Olea Director
16	Utilities Division Arizona Corporation Commission
17	1200 West Washington Street Phoenix, Arizona 85007
18	
19	By Joelen Howard
20	
21	
22	
23	
24	
25	

Exhibit 1

ATTACHMENT A

DISCLAIMER

POSSIBLE FUTURE RULES and/or RATE CHANGES AFFECTING YOUR PHOTOVOLTAIC (PV) SYSTEM

The following is a supplement to the Grid-Tied Residential Solar Electric PV Application you signed with Tucson Electric Power Company (TEP).

- Your PV system is subject to the current rates, rules and regulations established by the Arizona Corporation Commission (Commission). The Commission may after its rules and regulations and/or change rates in the future. If this occurs, your PV system is subject to those changes and you will be responsible for paying any future increases to electricity rates, charges or service fees from TEP.
- TEP's electricity rates, charges and service fees are determined by the Commission and are subject
 to change based upon the decision of the Commission. These future adjustments may positively or
 negatively impact any potential savings or the value of your PV system.
- Any future electricity rate projections which may be presented to you are not produced, analyzed or approved by TEP or the Commission. They are based on projections formulated by external third parties not affiliated with TEP or the Commission.

By signing below,	, you acknowledge t	hat you have read	and understand	the above di	sclaimer. I	Please return
to TEP.						

Customer's Printed Na	me	Customer's Signature		
Installation Address				
Date	Project Number			

ATTACHMENT B

System Qualifications, Electric Service Requirements and Interconnection Requirements

The installed PV system must at all times meet the system qualification requirements for residential and grid-connected PV systems as set forth in the current "Electric Service Requirements", "Distributed Generation Interconnection Requirements" (DGIRs), and TEP's "Rules and Regulations", as amended from time to time, the terms of which are fully incorporated herein by reference (PV systems are defined as "Generating Facility" in the DGIRs). Complete copies of the "Electric Service Requirements" and "Distributed Generation Interconnection Requirements" conformed ACC Docket No. E-00000A-99-0431 located https://www.tep.com/customer/construction/esr/ under the "Customer Care" - "Construction Services" tab. TEP's "Rules and Regulations" dated July 1, 2013 are located at https://www.tep.com/customer/rates/ __under the "Rules and Regulations" tab. Customer acknowledges that it has adequate notice of and access to these online documents, has read the documentation, and waives any objection thereto. Hard copies will be provided upon request.

Customer's Printed Name		Customer's Signature		
Installation Add	ress			
Date	Project Number			

Exhibit 2

ATTACHMENT A

DISCLAIMER

POSSIBLE FUTURE RULES and/or RATE CHANGES AFFECTING YOUR PHOTOVOLTAIC (PV) SYSTEM

The following is a supplement to the Grid-Tied Residential Solar Electric PV Application you signed with Tucson Electric Power Company (TEP).

- 1. Your PV system is subject to the current rates, rules and regulations established by the Arizona Corporation Commission (Commission). The Commission may alter its rules and regulations and/or change rates in the future. If this occurs, your PV system is subject to those changes and you will be responsible for paying any future increases to electricity rates, charges or service fees from TEP.
- TEP's electricity rates, charges and service fees are determined by the Commission and are subject
 to change based upon the decision of the Commission. These future adjustments may positively or
 negatively impact any potential savings or the value of your PV system.
- Any future electricity rate projections which may be presented to you are not produced, analyzed or approved by TEP or the Commission. They are based on projections formulated by external third parties not affiliated with TEP or the Commission.

No. E-01933A-15-xxxx requesting customers who submit a complet	25, 2014, TEP filed an application with the C approval of a new net metering tariff that w ted net metering interconnection application nges to the current net metering tariff, includ	ould be applicable to all after June 1, 2015. The
retail credit customers receive fo	or all excess energy placed on the grid and e	limination of the
monthly energy carryover (banke	ed credits). For more information, visit tep.c	<u>om.</u>
		Initials .
By signing below, you acknowledge to TEP.	e that you have read and understand the above	disclaimer. Please return
Customer's Printed Name	Customer's Signature	
Oustorner's Printed Marile	Customer's dignature	
Installation Address	·	
·		
Date Project Num	nber	•

Initials

PROCUREMENT DEPARTMENT

Date: October 13, 2014

To: C. H. Huckelberry, County Administrator

Via: L.G. Widugiris, Procurement Director Allow

From: T.L. Finefrock, Chief Contracts & Procurement Manager 4 10/13/14

Subject: Approval of Limited Competition Procurement Process for Solar Electric Facilities

The purpose of this memo is to continue and clarify approval of a Limited Competition process previously approved by the County Administrator on August 26, 2008.

Background

Pima County Procurement code 11.12.060 authorizes the Procurement Director to formulate a limited competitive process with the approval by the County Administrator when a situation exists that makes compliance with normal purchasing procedures impracticable or contrary to the public interest.

On August 26, 2008, the County Administrator approved a Limited Competition process authorizing the establishment of contracts with two competent suppliers of solar facilities via a solar service agreement (SSA). On August 28, 2008, the Procurement Director made an initial award of contracts in the amount of \$1,00 to Sun Edison and Solon. The award and Limited Competition contemplated the ability to extend the contract(s) for undefined terms upon mutual agreement by both parties. The contracts compelled both suppliers to perform a considerable amount of research and integration of work with County Staff and the electric utility to identify. define & propose projects and when deemed advantageous by Pima County both suppliers would be requested to provide quotes. If deemed advantageous, approval to issue contracts and orders for the project expenditures would be requested from the appropriate award authority, typically the Board of Supervisors as the contract term and amounts exceed the authority of the Procurement Director.

Normal purchasing practices for solar electric facilities can be lengthy, 6 to 12 months, requiring a considerable amount of expertise and Pima County Staff time to evaluate and identify desirable projects, to document the information required to initiate a solicitation for offers, and for Procurement to complete the formal source selection and contracting process. Page 1 of 3

- The feasible project research work is presently performed by the potential awardee at no cost to Pima County who become familiar with County values and Utility rules.
- Solar facility capital finance and material costs, tax credits (30%) are volatile and time sensitive.
- Supplier Federal Income Tax Credits (30%) are set to expire in 2016 and requires a substantial completion of the projects which, if time is short, result in greater risk to the Developer and cost to Pima County.
- Historical significant increases in utility prices are contemplated to continue and may increase at a greater rate.
- These facilities also support multiple objectives defined by Pima County's Sustainability ordinance and displace "Brown" power generation and consequent costs to Pima County operations.
- Presently the market supply of modules is greater than demand, enabling lower costs.
 Manufacturers have reduced production to reduce inventories which will reduce capacity to acquire lower cost.
- Delays in the contracting of these facilities are likely to result in greater utility and project costs, and less savings and benefit to Pima County which would be contrary to the public interest.

Both Solon and Sun Edison have satisfactorily executed multiple contracts to design, finance, construct, operate and maintain solar facilities for Pima County.

Solon has submitted draft Solar Parking Shade Structure project proposals for 12 sites, 16 meters; if all can be developed will generate approximately 12M kWh of electricity per year (90% of historical load) and conservatively estimated savings in Pima County operating utility costs of more than \$8.3M over 25 years. The resulting contract would be for a term of 20 to 25 years and contract amount of approximately \$35,000.000.00.The project proposals are being refined with expectations of lower pricing and greater savings.

Limited Competition Process

To enable the flexibility required to establish solar facilities in a timely manner and at a competitive price your approval to continue the intent of the initial limited competition and award of contracts as clarified by the following Limited Competition process is requested:

- Pima County Facilities, Regional Wastewater Reclamation Departments (Administering departments) are authorized to continue to develop project proposals with and by Solon and Sun Edison.
- For projects deemed desirable, the Administering Department will issue a requisition
 providing the information required for Procurement to create the contract documents (Solar
 Service and Licensing Agreements) and solicit binding offers from both Solon and Sun
 Edison
 - Procurement will then consult with the Administering Department to determine the most advantageous offer and if appropriate to create and process a Board of Supervisors Agenda item summary requesting an award of contract(s) to the most advantageous offeror.
 - o Should either Solon or Sun Edison decline to provide a requested offer, the

Administering Department and Procurement will select at least one other supplier deemed competent and capable of proving a competitive bid.

Summary

Please provide your signature/approval	l of the above	recommended	Limited C	ompetition
process.	_			

_Approved

✓ Not Approved

C. H. Huckelberry, County Administrator

Date

Attachments:

Approved Limited Competition Memo, 8/26/2008; 3-pages
Procurement Director Award of Solon & Sun Edison Contracts; 8/28/08; 1-page

Solice of lead

3 gooter to suisine the
County is getting the
best pure - do so

se goon me possible.



MEMORANDUM

PROCUREMENT DEPARTMENT

Date: August 26, 2008

To: Mr. C. H. Huckelberry, County Administrator

Via: Mr. George Widugiris, Procurement Director

From: Terry Finefrock, Chief Contracts & Procurement Manager #

Copy To: John Bernal, Reld Spaulding, Tedra Fox

Subject: Approval to Conduct Limited Competition Procurement - Services to provide Solar Electricity

Request

As authorized by Pima County Procurement code 11.12.060,A.1.b, your approval to conduct a limited competition to establish up to two Master Agreement(MA) Blanket contracts to provide Pima County with electricity generated utilizing renewable solar energy is requested.

The Initial term of the MA will be for a period of three years and may be extended by mutual written agreement. The MA requires that each Contractor establish a minimum of 1 megawatt per year and that greater scale projects are preferred. Projects acceptable to the County would be executed by lasue of blanket contract purchase orders or separate blanket contracts that include a detailed Power Purchase Adreement (PPA), and financed, designed, constructed, owned, operated and maintained by the Contractor. The terms of the individual Project agreements will be limited to twenty years and will include a "buy-out" schedule and Termination for Convenience (TFC) provision as per statutory requirements. Although unlikely that the TFC clause would be used, if used without cause, it could result in a cost to Pima County, Pima County's primary financial obligation will be the purchase of what electricity can be generated by the resulting projects at rates equal or better than those offered by the local utility and can be funded from the County's electricity expense budget. Pima County will also be required to provide a license to access and use County property on which the solar facilities will be established and to purchase, or have purchased, at a fixed rate for the term of the agreement all electricity generated by the facilities. If necessary, the

agreements may allow annual cost escalation provision that would be restricted to operating and maintenance expenses which are a minor portion of the price per electricity.

Background

Although Pima County Procurement code as guided by Board of Supervisors Policy D29.3.A.3 exempts the purchase of utilities from the typical competitive procurement process the Procurement Department believes it would be advantageous to conduct a limited competition restricted to those suppliers that have previously responded to requests for information and considered competent and probable of receiving an award if a full competitive process were to be conducted. Additionally, Sun Edison, a leading provider of Solar electric generating facilities, and Solon North America, a local Tucson subsidiary of Solon AG and one of the largest global manufacturers of photovoltaic modules, have recently communicated their willingness to establish solar electric generating facilities utilizing County land or facilities at pricing that is et or below the current rate paid by the County to local utilities.

There is also insufficient time to conduct and complete a full procurement process which could result in the loss or unavailability of the financial subsidies required to provide the solar electricity at equal to or less than utility base rates.

Federal Solar Tax incentives are presently available to subsidize the development of these technologies in an amount equal to 30% of capital costs. Those incentives are scheduled to be reduced to 10% at the end of this year. Additional subsidies are provided by the Arizona Corporation Commission's Renewable Energy program via local utilities. Funds for commercial projects are limited and are speculated to be fully allocated for 2009. Both Sun Edison and Solon have offered to allocate current commitments for these subsidies or to use their financing competencies and other resources to establish our projects at the utility rate without regard to the availability of these subsidies provided that we promptly establish an agreement with them to do so.

The County purchases approximately \$15 Millon of electricity from local utilities per year. Those rates are expected to increase about 10% in January 2009 and to include a monthly fuel surcharge that will further increase costs. It is anticipated that next year's federal legislature will assess a significant 'carbon tax" on fossil fuels such as coal and natural gas, used by most utilities to generate their power, and will be subsequently reflected in the fuel surcharges. The vest majority of the power generated by utilities utilizes coal which requires enormous amounts of precious water resources to mine and generate the electricity. This demand competes with and increases costs to residential users and the County. The combusted coal also generates a significant amount of carbon, greenhouse gas.

Rapid deployment of these facilities will avoid expected continuing and dramatic increases in utility costs, which would conserve and assure the prudent near and long term use of public funds over the fifteen or twenty year terms of these projects.

Self-generation of electricity using solar renewable energy technology provides many diverse benefits to Pima County that include cost reduction and avoidance of millions of dollars in posts; provide and sustain local jobs; greenhouse gas reduction; reduced competition for water resources; will support the development of mass demand for these technologies and the development of higher output, lower cost solar technologies that will enable expanded use by utilities and other agencies or ratepayers. Although not specifically intended, the contracts would also allow for collaborative larger scale projects with local utilities and potentially supply of less expensive electricity to Pima County residents.

Accelerated implementation of these contracts and projects will provide significant and diverse benefits to Pima County. Considering current and future market conditions and the time sensitive nature of at least one of the unsolicited offers, it is not practical to utilize a prescribed open competition process to establish these contracts.

Limited Competition Process

Pima County procurement will collaborate with Facilities Management and the County Attorney Office to develop and transmit a binding offer agreement to Sun Edison and Solon NA for their execution and return. If acceptable offers can be negotiated, up to three blanket contracts will then be awarded and executed by the Procurement Director pursuant with your approval of this request.

Subsequently the Contractors will work with County Staff to Identify available land and facilities and to propose each project for acceptance and execution of a PPA by Plma County. Subsequent to the acceptance of each Project's PPA an order, including the detailed PPA and license agreement, will be issued from the appropriate blanket contract, or a new blanket contract will be issued at the County's discretion.

The Facilities Management Director has agreed to administer the contracts and coordinate the Contractors work with County Departments regarding the identification, establishment and management of these projects.

I believe that these actions support many dimensions of the Board of Supervisors Sustainable Community resolution, provide significant long-term benefits, and demonstrate strategic leadership and governance.

Please Indicate your approval to conduct the requested limited competition process as above by signing below and returning this memo to me.

Should you have questions or further directions please contact me at 740-3720.

Procurement Director, G. Widugiris

County Administrator, C.H. Huckelberry

George Widugiris

From:

Chuck Huckelberry

Sent:

Thursday, August 27, 2015 3:22 PM

To:

George Widugiris

Subject:

Re: HR ACA Compliance Contract FW: AskLegal - Assigned - CUS-43064 - COUNTY OF

PIMA

Yes.

On Aug 27, 2015, at 3:06 PM, George Widugiris < George Widugiris@pima.gov > wrote:

Chuck..........May I have your approval to execute the contract with Equifax for ACA Compliance in conformance with PCC 11.12.060 shown below? This is within my dollar limit authority, however it does exceed my 5 year contract term authority. Due to the urgency I believe the Code does authorize me to approve under 11.12.060.B. We will place a 5 year term limit in the AMS system which will require review at that time.

Thanks......George

? 11.12.060 - Emergency and other limited competition procurement.

Α.

Conditions for Use.

1.

Notwithstanding any other provisions of this code, upon the board's declaration of an emergency or by written approval of the county administrator, the procurement director may:

a.

Make emergency procurement of materials or services if there exists a threat to public health, welfare, property or safety; or

b.

Formulate a limited competitive process if a situation exists which makes compliance with normal purchasing procedures impracticable or contrary to the public interest. The competition obtained shall be that appropriate under the particular circumstances.

2.

A written justification of the basis of the emergency or limited competition procurement shall be included in the procurement file. In no event will failure to plan routine requirements be considered justification for the approval of an emergency or limited competition procurement.

3.

Normal procurement practices may be waived in order to do all things necessary to meet the county's emergency needs. An emergency procurement shall be limited to those materials or services necessary to satisfy the emergency need.

B.

Award. Contracts under this section shall be awarded upon the administering department obtaining the county administrator's written determination that the procurement is warranted and that the appropriate procurement procedures have been followed. The procurement director may award emergency and limited competition contracts below the amount indicated in <u>Section 11.08.010(B)(5)</u>. Emergency and



ORIGINAL

limited competition contracts above this amount shall be awarded by the board; except that the procurement director is authorized to approve such contracts exceeding this limit in order to prevent substantial economic harm to the county, or on projects funded with federal monies. Contracts awarded under this section shall be reported to the board as directed.

From: Tobin Rosen [mailto:Tobin.Rosen@pcao.pima.gov]

Sent: Thursday, August 27, 2015 2:53 PM

To: Jennifer Moore; Allyn Bulzomi; Wendy Petersen; Gayl Hayes

Cc: George Widugiris; Terry Finefrock

Subject: RE: HR ACA Compliance Contract FW: AskLegal - Assigned - CUS-43064 - COUNTY OF PIMA

Importance: High

I have just spoken with Tom Weaver who has informed me that County Administration desires to accept the Equifax contract as they have presented it to us. There is no legal impediment to doing so. Therefore, I will go ahead and form approve the agreements as they have been presented to us. Jennifer—do you have those originals?

George—technically, the open ended termination makes this a contact of over five years in duration, which must go to the Board. Given that time is of the essence here, you may want to treat this as an emergency procurement.

From: Jennifer Moore [mailto:Jennifer.Moore@pima.gov]

Sent: Monday, August 24, 2015 1:29 PM

To: Allyn Bulzomi < Allyn Bulzomi@pima.gov>; Wendy Petersen < Wendy Petersen@pima.gov>; Gayl

Hayes <Gayl.Hayes@pima.gov>

Cc: Tobin Rosen < Tobin_Rosen@pcao.pima.gov >; George Widugiris < George.Widugiris@pima.gov >;

Terry Finefrock <terry.finefrock@pima.gov>

Subject: FW: HR ACA Compliance Contract FW: AskLegal - Assigned - CUS-43064 - COUNTY OF PIMA

Importance: High

Good afternoon,

Please be advised that Equifax has declined to amend our current contract to add ACA compliance scope of services and will not accept entering into a separate contract for ACA compliance Scope of Services only.

We will need to solicit for the services.

Best Regards, Jennifer Moore, CPPB

Pima County Procurement
Materials & Services division
130 W. Congress, 3rd floor Administration East
Tucson, AZ 85701
520.724.8164 Desk Phone
520.724.8161 Receptionist
520.791.6509 Fax
Jennifer.Moore@pima.gov
www.pima/procurement.gov

From: Tobin Rosen [mailto:Tobin.Rosen@pcao.pima.gov]

Sent: Monday, August 24, 2015 1:17 PM

To: Jennifer Moore

Subject: RE: HR ACA Compliance Contract FW: AskLegal - Assigned - CUS-43064 - COUNTY OF PIMA

What would be the point of a conference call? We really can't negotiate any of these requirements away.

From the previous emails it looks like they are unwilling simply to amend the existing agreement to include the additional services. That leaves us with the alternative of having to find a vendor who can provide these services and who will be willing to enter into a standard County contract. That's what I recommend.

Tobin Rosen Deputy Pima County Attorney 32 N. Stone, Suite 2100 Tucson, AZ 85701-1412 Phone: 520-740-5750

Fax: 520-620-6556 Tobin.Rosen@pcao.pima.gov

Tobin.Rosen@pcao.pinja.gov

CONFIDENTIAL -- ATTORNEY/CLIENT PRIVILEGE

NOTE: This message is intended only for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the sender of this E-Mail or by calling (520)740-5750.

From: Jennifer Moore [mailto:Jennifer.Moore@pima.gov]

Sent: Monday, August 24, 2015 1:09 PM

To: Tobin Rosen < Tobin.Rosen@pcao.pima.gov>

Subject: RE: HR ACA Compliance Contract FW: AskLegal - Assigned - CUS-43064 - COUNTY OF PIMA

Are you willing to conduct a conference call?

From: Tobin Rosen [mailto:Tobin,Rosen@pcao.pima.gov]

Sent: Monday, August 24, 2015 1:07 PM

To: Jennifer Moore

Subject: RE: HR ACA Compliance Contract FW: AskLegal - Assigned - CUS-43064 - COUNTY OF PIMA

There are a lot of changes that would need to be made to these documents before they would be acceptable. In the Universal Services Agreement, need to strike paragraph 8 in its entirety and replace it with our standard indemnity language. We do not do mutual indemnity except in the case of an IGA or possible a donation agreement. Section 9.3 needs to be changed to read that applicable law is that of Arizona and any court action brought pursuant to the agreement must be filed and maintained in a court in Pima County. Need to add A.R.S. section 38-511 language and other Pima County standard terms and conditions.

In ACA MANAGEMENT Schedule A, paragraph 2, need to change the term to a maximum of 5 years total—not having automatic renewals. Paragraph 3—need to change last sentence to allow county to terminate for convenience. Strike provision in paragraph 4 providing for interest on unpaid invoices at 1.5% per month. In section 8 a, strike the second paragraph under which Pima County agrees to indemnify Equifax, and strike paragraph b in its entirety.

In 1095C TAX FORM MANAGEMENT Schedule A, paragraph 1, need to change the term to a maximum of 5 years total—not having automatic renewals. Paragraph 2—need to change last sentence to allow county to terminate for convenience. Strike provision in paragraph 3 providing for interest on unpaid invoices at 1.5% per month.

Why won't they simply amend the existing contract to add ACA and 1095C to the existing scope of services? With all of these changes, you might be better off looking for an alternative vendor for these particular services.

Tobin Rosen Deputy Pima County Attorney 32 N. Stone, Suite 2100 Tucson, AZ 85701-1412 Phone: 520-740-5750

Fax: 520-620-6556

Tobin.Rosen@pcao.pima.gov

CONFIDENTIAL -- ATTORNEY/CLIENT PRIVILEGE

NOTE: This message is intended only for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the sender of this E-Mail or by calling (520)740-5750.

This message has been prepared and sent on resources owned by Pima County, Arizona. It is subject to the Computer Use Policy of the Pima County Attorney's Office, as well as the computer and electronic mail policies of Pima County and the Pima County Board of Supervisors.